End-User License Agreement For Microsoft Desktop Operating Systems

MICROSOFT® WINDOWS NT® WORKSTATION VERSION 4.0 MAXIMUM NUMBER OF PROCESSORS: 2

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the manufacturer ("PC Manufacturer" or "Manufacturer") of the computer system or computer system component ("HARDWARE") with which you acquired the Microsoft software product(s) identified above ("SOFTWARE PRODUCT" or "SOFTWARE"). If the SOFTWARE PRODUCT is not accompanied by a new computer system or computer system component, you may not use or copy the SOFTWARE PRODUCT. The SOFTWARE PRODUCT includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. By installing, copying or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, Manufacturer and Microsoft Corporation ("Microsoft") are unwilling to license the SOFTWARE PRODUCT to you. In such event, you may not use or copy the SOFTWARE PRODUCT, and you should promptly contact Manufacturer for instructions on return of the product(s) for a refund.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. The term "COMPUTER" as used herein shall mean the HARDWARE, if the HARDWARE is a computer system, or the computer system with which the HARDWARE operates, if the HARDWARE is a computer system component.

- 1. GRANT OF LICENSE. This EULA grants you the following rights:
 - **Software Installation and Use.** You may only install and use one copy of the SOFTWARE PRODUCT on the COMPUTER.
- Network Services. Except as otherwise provided below, if the SOFTWARE PRODUCT documentation indicates that the SOFTWARE PRODUCT includes functionality that enables the COMPUTER to share resources over a network with other computers or workstations, any number of computers or workstations may access or otherwise utilize the basic network services of SOFTWARE PRODUCT on the COMPUTER. The basic network services are more fully described in the printed materials accompanying the SOFTWARE PRODUCT and include file and print services and peer Web services.
- Windows NT Workstation Network Services. If the SOFTWARE PRODUCT is Windows NT Workstation, a maximum of ten (10) inbound peer connections may simultaneously access or otherwise utilize the basic network services of the SOFTWARE PRODUCT on the COMPUTER. The ten-connection maximum includes any indirect connections made through software or hardware that pools or aggregates connections.
- Storage/Network Use. You may also store or install a copy of the computer software portion of the SOFTWARE PRODUCT on the COMPUTER to allow your other computers to use the SOFTWARE PRODUCT over an internal network, and distribute the SOFTWARE PRODUCT to your other computers over an internal network. However, you must acquire and dedicate a license for the SOFTWARE PRODUCT for each computer on

.

which the SOFTWARE PRODUCT is used or to which it is distributed. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different computers.

• Back-up Copy. If Manufacturer has not included a back-up copy of the SOFTWARE PRODUCT with the COMPUTER, you may make a single back-up copy of the SOFTWARE PRODUCT. You may use the back-up copy solely for archival purposes. Back-up Utility. If the SOFTWARE PRODUCT includes a Microsoft back-up utility, you may use the utility to make the single back-up copy. After the single back-up copy is made, the backup utility will be permanently disabled.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Windows NT Workstation. If the SOFTWARE PRODUCT is Windows NT Workstation, the following additional restriction(s) apply. <u>Processor Limitation</u> The SOFTWARE PRODUCT may be used by no more than the maximum number of processors of the COMPUTER indicated at the top of this EULA.
- Multiple Processor Version Selection. The CD or diskette(s) on which the SOFTWARE PRODUCT resides may contain several copies of the SOFTWARE PRODUCT, each of which is compatible with a different microprocessor architecture, such as the x86 architecture or various RISC architectures ("Processor Version(s)"). You may install and use only one copy of one Processor Version of the SOFTWARE PRODUCT on the COMPUTER.
- Language Version Selection. Manufacturer may have elected to provide you with a selection of language versions for one or more of the Microsoft software products licensed under this EULA. If the SOFTWARE PRODUCT is included in more than one language version, you are licensed to use only one of the language versions provided. As part of the setup process for the SOFTWARE PRODUCT you will be given a one-time option to select a language version. Upon selection, the language version selected by you will be set up on the COMPUTER, and the language version(s) not selected by you will be automatically and permanently deleted from the hard disk of the COMPUTER.
- Operating System Selection. Manufacturer may have elected to provide you with a selection of Microsoft operating system software for the COMPUTER. If the SOFTWARE PRODUCT includes more than one (1) Microsoft operating system software (i.e., Windows 95, Windows NT Workstation, Windows for Workgroups, Windows, MS-DOS, MS-DOS and Windows, or MS-DOS and Windows for Workgroups) ("Microsoft OS"), you are licensed to use only one of the Microsoft OS selections provided. As part of the setup process for the SOFTWARE you will be given a one-time option to select one (1) Microsoft OS. Upon selection, the one Microsoft OS selected by you will be set up on the COMPUTER, and the other Microsoft OS(s) not selected by you will be automatically and permanently deleted from the hard disk of the COMPUTER.
- Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

- **Single COMPUTER.** The SOFTWARE PRODUCT is licensed with the HARDWARE as a single integrated product. The SOFTWARE PRODUCT may only be used with the HARDWARE as set forth in this EULA.
- Single EULA. The package for the SOFTWARE PRODUCT may contain multiple versions of this EULA, such as multiple translations and/or multiple media versions (e.g., in the user documentation and in the software). In this case, you are only licensed to use one (1) copy of the SOFTWARE PRODUCT.
- Rental. You may not rent or lease the SOFTWARE PRODUCT.
- **Software Product Transfer.** You may permanently transfer all of your rights under this EULA only as part of a permanent sale or transfer of the HARDWARE, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate(s) of Authenticity), **and** the recipient agrees to the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must also include all prior versions of the SOFTWARE PRODUCT.
- **Termination.** Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.
- 3. <u>UPGRADES.</u> If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Microsoft or Manufacturer as being eligible for the upgrade in order to use the SOFTWARE PRODUCT ("Eligible Product"). For the purpose of upgrade products only, "HARDWARE" shall mean the computer system or computer system component with which you received the Eligible Product. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the Eligible Product which came with the HARDWARE. You may use the resulting upgraded product only in accordance with the terms of this EULA and only with the HARDWARE.
- 4. <u>COPYRIGHT</u>. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by Microsoft or its suppliers. You may not copy the printed materials accompanying the SOFTWARE PRODUCT. All rights not specifically granted under this EULA are reserved by Microsoft.
- 5. <u>DUAL-MEDIA SOFTWARE PRODUCT</u>. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for the COMPUTER. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.
- 6. PRODUCT SUPPORT. Product support for the SOFTWARE PRODUCT is not provided by Microsoft or its subsidiaries. For product support, please refer to Manufacturer's support number provided in the documentation for the HARDWARE. Should you have any questions concerning this EULA, or if you desire to contact Manufacturer for any other reason, please refer to the address provided in the documentation for the HARDWARE.

3

7. NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

FOR THE LIMITED WARRANTIES AND SPECIAL PROVISIONS PERTAINING TO YOUR PARTICULAR JURISDICTION, PLEASE REFER TO YOUR WARRANTY BOOKLET INCLUDED WITH THIS PACKAGE OR PROVIDED WITH THE SOFTWARE PRODUCT PRINTED MATERIALS.